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Contract Database Metadata Elements

Title: **Cheektowaga-Sloan Union Free School District and Sloan School Clerical Employees Association (2001)**

Employer Name: **Cheektowaga-Sloan Union Free School District**

Union: **Sloan School Clerical Employees Association**

Local:

Effective Date: **07/01/01**

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Cheektowaga-Sloan Ufsd And Sloan
School Clerical Employees Assn

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SD

WC

AN AGREEMENT BETWEEN THE
CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT
AND THE
SLOAN SCHOOL CLERICAL EMPLOYEES ASSOCIATION

2001-2006

RECEIVED

APR 23 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

19

ARTICLE I

RECOGNITION

SECTION 1. The Employer agrees that the Sloan School Employees Association shall be the sole and exclusive representative for all the Clerical Employees for the purpose of collective bargaining and grievances. The duration of unchallenged representative status shall be maximum time as provided by law in accordance with this agreement.

SECTION 2. The S.S.C.E.A. affirms that it does not assert the right to strike against the employer and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II

UNION SECURITY AND CHECKOFF

In the event that the Public Employees Fair Employment Act is amended to provide for union security in the form of a union shop or agency shop, or similar entity in New York State contracts and in the contracts of political subdivision, this agreement shall be reopened immediately to provide for negotiations between the parties on the subject of Union Security.

ARTICLE III

The S.S.C.E.A. shall have the sole and exclusive right with respect to other employee organizations to represent clerical employees heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representative and to appear before an appropriate official of the employer to effect such representation; to direct, manage, and govern its own affair; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents.

ARTICLE IV

RIGHTS OF THE EMPLOYER

SECTION 1. Except as otherwise specifically provided in this agreement, the employer shall have the customary and usual rights, powers, and functions to direct the employees, to hire, promote, suspend, and to take disciplinary action and to otherwise take whatever action is necessary to carry out the mission of the employer, pursuant to existing practices unless altered by this agreement.

SECTION 2. - Under the terms of this agreement and pursuant to the public Employees Fair Employment Act, the employer shall negotiate collectively and in good faith with the S.S.C.E.A. in the determination of salaries and terms and conditions of employment and to enter into a written agreement with the S.S.C.E.A.

ARTICLE V

RIGHTS OF EMPLOYEES

SECTION 1. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the S.S.C.E.A. without fear of coercion, reprisal, or penalty from the S.S.C.E.A., its members or the employer.

SECTION 2. - Employees may take an active role in the activities of the S.S.C.E.A. without fear of any kind of reprisals from the employer or its agents.

SECTION 3. - Any employee may bring matters of personal concern to the attention of the appropriate employer representatives and officials in accordance with applicable laws and rules, and may choose his/her own representative or appear alone in a grievance proceedings with the exception that the S.S.C.E.A. must be permitted entrance to all such proceedings and must be informed immediately of any decision.

SECTION 4. Conditions and benefits of employment contracted herein will also apply to present employees, who might be reduced to part-time, or additional clerical persons working on a part-time basis with pro-rated benefits.

ARTICLE VI

Wages and salaries covered by this agreement shall be in accordance with the schedule listed in Appendix A.

ARTICLE VII
HOURS OF WORK

The work for clerical employees shall consist of five (5) days, Monday thru Friday. The hours shall be from 8:00 A.M. to 4:00 P.M. when school is in session, and 8:00 A.M. to 3:00 P.M. when school is not in session. Hours may be arranged to fit the individual building schedules upon the approval of the Superintendent of Schools.

ARTICLE VIII
HOLIDAY

Should any of the listed holidays fall on a Saturday or Sunday, the School Superintendent shall meet with the S.S.C.E.A. President to decide on another day.

Temporary employees, hired by Board Action, who work in place of a regular employee, shall be paid for a holiday should that day fall within their work period.

"Employees must work the last scheduled work day before and after a holiday in order to be paid for the Holiday. All employees shall be paid at their regular daily rate of pay for the holiday. For the purpose of this paragraph, an employee who did not work their scheduled day of work before and after the holiday would be paid as if they had worked such day if they were on paid sick leave day(s), authorized personal leave day(s), authorized bereavement leave day(s) or vacation day(s)."

SCHEDULE OF PAID HOLIDAYS

INDEPENDENCE DAY	DAY BEFORE NEW YEARS
LABOR DAY	NEW YEARS DAY
COLUMBUS DAY	MARTIN LUTHER KING
VETERANS DAY	PATRIOTS DAY WEEKEND
THANKSGIVING DAY	GOOD FRIDAY
DAY AFTER THANKSGIVING	MEMORIAL DAY
DAY BEFORE CHRISTMAS	FLOATING HOLIDAY (1)
CHRISTMAS DAY	

Personnel scheduled to work on a day when schools are closed because of emergency conditions will be paid their regular rate for that day. Those requested to work will be paid an additional daily rate depending on the number of actual hours worked. The above will be three (3) emergency days in any school year. Personal leave, sick or vacation days, may be used by an employee for the additional days of emergency.

ARTICLE IX

LEAVES OF ABSENCE

SECTION 1. Personal Leave - Employees shall be entitled to (3) days per year for personal business which cannot be reasonably accomplished outside the normal work day or normal work week. An additional day may be granted at the discretion of the Superintendent of Schools. Except in case of emergency, a minimum notice of twenty-four (24) hours to use a personal leave day shall be given by the employee to his/her immediate supervisor. Such leave shall be taken in units of not less than one-half (1/2) day. The reason for taking a personal leave day shall be made on forms provided and turned into the immediate supervisor. Unused personal leave days will be added annually to the accumulated sick leave.

SECTION 2. - Bereavement Leave - Leave with pay shall be granted as follows: In the event of the death of an employee's spouse, parent, son or daughter, sister, brother, the employee will be given time off without loss of pay up to a maximum of five (5) consecutive calendar days from and including the date of death.

In the event of the death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandparent, the employee will be given time off without loss of pay up to a maximum of three(3) consecutive calendar days from and including the date of death.

SECTION 3. Jury Duty - on proof of the necessity of jury services or court attendance, leave of absence with pay shall be granted to all employees. Any fees received must be turned over to the district.

SECTION 4. Leave without pay - for the first thirty (30), days of such leave the employee shall not lose any benefits. Beyond the first thirty (30) days he/she shall forfeit 1/5 of their vacation allowance for the next year for each thirty (30) days of such leave.

SECTION 5. Maternity Leave - an employee shall notify the District Office in writing as soon as she is aware of her pregnancy. She shall provide a statement from her physician as to the expected date of birth and apply for a maternity leave without pay.

Maternity leave shall be granted for a one (1) year period according to Civil Service Regulation. The employee may return to her duties prior to the one (1) year. A three (3) month prior notice asking for reinstatement must be given both in the case of request for return from leave at the completion of the one (1) year or earlier return.

ARTICLE X
VACATION

AFTER ONE YEAR OF SERVICE ONE WEEK
AFTER TWO YEARS OF SERVICE TWO WEEKS
AFTER FIVE YEARS OF SERVICE TWO WEEKS, ONE DAY
AFTER SIX YEARS OF SERVICE TWO WEEKS, TWO DAYS
AFTER SEVEN YEARS OF SERVICE TWO WEEKS, THREE DAYS
AFTER EIGHT YEARS OF SERVICE TWO WEEKS, FOUR DAYS
AFTER NINE YEARS OF SERVICE TWO WEEKS, FOUR DAYS
AFTER TEN YEARS OF SERVICE THREE WEEKS, THREE DAYS
AFTER ELEVEN YEARS OF SERVICE THREE WEEKS, THREE DAYS
AFTER TWELVE YEARS OF SERVICE THREE WEEKS, THREE DAYS
AFTER THIRTEEN YEARS OF SERVICE THREE WEEKS, FOUR DAYS
AFTER FOURTEEN YEARS OF SERVICE THREE WEEKS, FOUR DAYS
AFTER FIFTEEN YEARS OF SERVICE FOUR WEEKS
AFTER TWENTY YEARS OF SERVICE FIVE WEEKS
AFTER TWENTY-FIVE YEARS OF SERVICE.. ONE ADDITIONAL DAY OF VACATION FOR
EACH YEAR OF SERVICE ABOVE TWENTY-FIVE (25) YEARS TO A MAXIMUM OF SIX
WEEKS.

An employees' eligibility for vacation shall be based on their date of continuous employment. Vacations are to be scheduled with the approval of the immediate supervisor.

Eleven Month Employees will receive 70% of the twelve month schedule.

Ten Month Employees refer to appendix C.

ARTICLE XI

SICK LEAVE

Section 1. All employees shall be entitled up to twelve (12) days per year' one per each month worked. Such leave as is not used shall accumulate to a maximum of 250 days.

Sick leave shall be credited at the beginning of the School Year. At the discretion of the Superintendent of Schools, a certificate or affidavit showing incapacity and inability of the employee to perform his duties issued by the attending physician for the days absent may be required in case of absence in excess of five (5) days.

A person who has accumulated sick leave equivalent to four (4) times their annual sick leave allotment and uses two (2) or less days during any year following the attainment of this four (4) times the annual allotment of sick leave is entitled to a payment equal to four (4) times their average daily wage. The average wage is to be determined by the salary in the immediate past year and the number of days the person was scheduled to work. This payment will be included in the first pay of the fiscal year in which the person works.

Section 1.2. Any two (2) days of sick leave may be used for family illness each contract year. Up to two (2) additional leave days may be permitted for family illness at the discretion of the Superintendent.

Section 1.3. Employees working five (5) or more hours per day that become ill during the day and work more than three (3) hours shall receive full credit for the day up to three (3) times during the fiscal year. Any further occurrence must be approved by the Superintendent to receive full pay.

Section 1.4. Any person known to be or whose records show a pattern of abuse of their sick leave within each school year, may be required to bring a Doctor's Certificate verifying any illness from the first (1st) day of absence, after notification in writing by the Superintendent to the employee and the President of the Clerical Employees Association.

In the event the employee required under the above provision was required to bring a doctor's certificate because of sick leave abuse, such employee will no longer be required to provide a doctor's certificate during the following school year unless a pattern of abuse of sick leave shall again be shown.

Section 1.5. Sick Leave Bank (Jointly with CSEA)

Members of the non-teaching staff shall be permitted to contribute one (1) day from his/her sick leave accumulation reserve each calendar year to a "Sick Leave Bank" which shall be established to aid staff members who suffer prolonged illness. The Board shall match each contribution up to a maximum total reserve of 300 eight (8) hour days. A day for a member is defined by the number of hours normally worked during a day when school is in session.

Conditions of Utilization

(a) A member of the non-teaching staff must be a current contributor to the "Sick Leave Bank". Contributions will be made annually between June 1 and July 1, and each

member shall make his/her contribution in writing prior to the beginning of the fiscal year to be a current member.

(b) A member may be permitted on written application to the Superintendent of Schools and adequate justification, to draw up to sixty (60) days against the bank after he/she is off for thirty (30) consecutive days due to illness of a prolonged nature. The first thirty (30) days of said illness, the member will be permitted to use his/her accumulated sick leave, vacation time or leave without pay.

(c) Medical reports may be required by the Superintendent in the administration of the "Sick Leave Bank".

(d) One (1) full school year or more of District service will be required for membership.

(e) The "Sick Leave Bank" will be administered in the central office under the supervision of the Superintendent. All applications for sick leave from the "Sick Leave Bank" must be filed with the Superintendent who will render a decision. Should any disagreement arise there will be an Ad Hoc Committee convened that will consist of one (1) Clerical representative and one (1) Principal appointed by the Superintendent, and mutually agreeable to both parties who will review all the facts and present their recommendations to the Superintendent. The Superintendent will review their recommendations as well as the facts presented by the Ad Hoc Committee and will render a decision on the application for sick leave from the "Sick Leave Bank" by an individual member. All decisions as the result of the Ad Hoc Committee recommendations will not be unreasonably withheld and will not be made in an arbitrary and capricious manner. In the event of further disagreement the matter will be considered by the full Board of Education at the next regular meeting of the Board of Education. Matters involving the provisions of the sick bank are not subject to the regular grievance procedure as provided under the contract.

(f) The Main office will send a statistical accounting to the President of the SSCEA by July 30th of each year. The accounting will include the number of members, number of hours contributed by each member, total hours contributed by members and by the School District.

(g) In the initial implementation of the procedure, it will be necessary to have a minimum of 35 non-teaching employees to become members.

(h) Under exceptional circumstances, a member may petition the Superintendent for an extraordinary draw from the "Sick Leave Bank", over and above all other Sick Leave

draws previously used. The petition must contain the agreement of all participants to contribute in sick days, not less than one-half (1/2) of the requested draw (said days to be divided equally amongst the participants). If the petition is granted, the Board shall contribute an equal number of sick days. The decision to grant or deny the petition shall be exclusively within the discretion of the Superintendent of Schools and no review or grievance shall be available if the petition is not granted.

ARTICLE XII RETIREMENT PLAN

All employees participating in the present New York State Employees Retirement Plan will have available Section 41J, Section 60B and effective July 1, 1997 Section 75I.

SECTION 41J. Application of unused sick leave as additional service credit upon retirement.

This would apply to members for whom the earning and accumulation of sick leave was (prior to the member's retirement) authorized by law, regulation written order to written policy. Allowable sick leave credit would be limited to 165 days and applied as additional service credit on a calendar basis (i.e., 165 days - approximately 5-1/2 months).

SECTION 60B. Guaranteed minimum death benefits of 3 times annual rate of pay (rounded to next higher multiple of \$1,000.00) but limited to \$20,000.00,

This guaranteed minimum death benefit would be applicable to members who were below age 60 when they began employment; and had at least 90 days of continuous service immediately preceding death. This guaranteed minimum death benefit would be paid to such eligible persons in place of the regular ordinary death benefit when the regular death benefit would not be greater. This death benefit is not available to employees who became members of the Retirement System after June 30, 1973.

SECTION 75I- Members are not required to contribute. Minimum retirement age is 55. When a member retires with 25 or more years of service the basic retirement allowance including annuity purchased by member's age 60 plan contributions on earnings before April 1, 1960, if any, will be 1/2 of FAS for the first 25 years of service plus 1/60th of FAS for each year of service over 25. Any excess contributions purchased additional annuity.

New employees hired subsequent to July 1, 1976, are required to participate in the New York State Employees Retirement System, as contributing members upon the rate set by law.

ARTICLE XIII

INSURANCE

SECTION 1. - Medical Insurance - all employees shall be eligible for Health Insurance comparable to that enjoyed by the teaching staff.

Employees who have health insurance through the school district and also have health insurance coverage through their spouse's health insurance plan must elect to choose one or the other. Those choosing to drop their coverage through the school district are eligible for the waiver program as provided below.

All employees who waive health insurance pursuant to the "waiver compensation program" are eligible to return to the school district health insurance plan in the event that they loose coverage from their other source. The school district shall not impose any restrictions on such returns. Any restrictions or delays imposed by the health insurance plan provider shall apply, however.

Finally, any employee who has received the yearly amount provided, those who waive health insurance coverage through the school district, and who subsequently returns to the program, shall reimburse the school district a pro-rated amount of the compensation received. This amount shall be withheld from the employee's pay check in parts throughtout the remaining pay period in that year.

A payment of \$1,000.00 shall be made one (1) time during a fiscal year to those full time clerical employees who participate in the waiver compensation program. The full time clerical employee must waive their health insurance coverage for the full fiscal year to be eligible for the \$1,000.00 waiver compensation payment.

All employees hired after July 1, 1991 shall be required to contribute an amount equal to 20% of the total annual cost of all health benefits. This amount shall be deducted from the employee's bi-weekly payroll.

Upon retirement, an employee may continue to be a member of the Health Insurance Group by submitting to the Business office the monthly premium to cover the cost of the plans in effect at that time.

SECTION 2. - The S.S.C.E.A. shall have the right to designate a representative of the S.S.C.E.A. insurance plan to visit

the employees on the job for the purpose of explaining this protection and/or adjusting claims. Providing however, that the Superintendent of Schools is notified and no inordinate disruption in the work of the employee occurs.

SECTION 3. Employees not eligible for Section 60B of the retirement plan shall be entitled to benefits of SEC 448 Retirement and Social Security Law if they become members of the Retirement System after July 1, 1973.

SECTION 4. LIFE INSURANCE (CLASS 1)

EMPLOYEE LIFE INS.	\$8,000.00
ACCIDENTAL DEATH & DISMEMBERMENT INS. . . .	\$8,000.00
DEPENDENT SPOUSE.	\$2,000.00
EACH CHILD 15 DAYS TO 6 MONTHS OLD.	\$100.00
EACH CHILD 6 MONTHS TO 25 YEARS OLD.	\$1,000.00

Upon attainment of age 70 years, or retirement, which ever occurs first, the life insurance will be reduced by 5001, but not below \$5,000.

Upon attainment of ages 70 years, the AMD&D Insurance will be cancelled.

Upon retirement, an employee may continue to be a member of this group insurance by submitting to the Business Office the monthly premium due to cover the cost of the plan in effect at that time.

SECTION 5. All employees shall be eligible for Dental Insurance and Optical Insurance comparable to what the teaching staff has. The premium for this coverage will be paid by the school district shall be at the rate in effect during the adoption of the budget by the Board of Education.

PROMOTIONS AND TRANSFERS

SECTION 1. Whenever there occurs a vacancy by reason of establishment of new positions, resignations, or leave of absence over six months duration, in the job titles covered by this agreement. A notice of such be posted in a prominent place in each school building for a period of ten working days prior to appointment.

Non-Competitive Transfers: Persons in a Non-Competitive Clerical Position (Example: Clerk Typist Part Time) will be considered in the following manner when applying for another non-competitive position that has become vacant and is posted in the manner prescribed.

Persons applying for a position will be considered on the

bases of their clerical position seniority and past evaluated experience. No employee shall be guaranteed a transfer. When two (2) or more employees are appointed in the same motion during the same Board Meeting, an employee's seniority shall be determined by reference to the last digit of the employee's Social Security number and the employee with the lowest number shall be the more senior. If a tie should exist between two or more employees who have the same last digit, reference shall be made to the last two digits, etc., until the tie is broken: for purposes of this Section, 0 is considered the lowest digit, and 9 the highest digit.

If moving within the same title the transfer will be considered a lateral transfer and the person shall move into the new position with a 30 working day trial period. Within that time if the employee finds the job unacceptable or if the supervisor is not satisfied with the work performance of the employee the employee will be allowed to return to their former position. There will be no 6 month probationary period. After thirty (30) working days the position will become permanent. When moving within the same title employee shall remain on the same salary step.

After the thirty (30) working day trial period the employee's new position will become permanent and their vacant position shall be posted.

Anyone who applies for a lateral transfer to a noncompetitive clerical position that has been posted as temporary shall have the temporary position made permanent after the thirty (30) working day trial period and their former position shall then be posted as temporary. This shall apply only if the temporary position is not due to a Family Medical Leave Act (FMLA) request.

Competitive positions are governed by Civil Service Rules and Regulations, however, when a full time competitive position becomes available an employee currently holding a part time non-competitive clerical position or another full time competitive position will be given first consideration, based on their clerical seniority, past evaluated service and Civil Service Rules and Regulations. The employee will remain on their current salary step level, however, their new position appointment date will be used for moving up to their next salary step.

ARTICLE XV

SENIORITY

Seniority lists shall be established for employees within specific categories. Employees original date of employment or the date of re-employment following a break in continuous service of one calendar year or more shall be the basis for this list.

The categories shall be as follows:

1. CLERK TYPIST
2. SENIOR CLERK TYPIST
3. ACCOUNT CLERK
4. ACCOUNT CLERK TYPIST
5. SENIOR ACCOUNT CLERK TYPIST
6. SUPERINTENDENT'S SECRETARY

New employees in the competitive job titles shall be added to the list on completion of six (6) months of satisfactory service.

LONGEVITY PAY

Employees having completed by December 31st the years of continuous service as defined by seniority lists will be eligible for longevity pay as provided by the schedule below. This payment shall be made by check on the first payroll in December. Longevity payments will be increased by \$20.00 each year of the contract for both categories.

SCHEDULE

<u>Years of continuous service completed by December 31st.</u>	<u>Entitlement</u>
5 years	\$620.00
10 years	\$720.00
15 years	\$820.00
20 years	\$920.00

All employees hired after July 1, 1991 shall be subject to the following longevity schedule:

5 years	\$370.00
10 years	\$420.00
15 years	\$470.00
20 years	\$520.00

It is further understood that for those employees hired after July 1, 1991 the above listed amounts shall be a bonus paid Solely in the year in which a particular level is reached and Shall not become a part of the employee's base salary.

PAYMENT FOR UNUSED SICK DAYS AT RETIREMENT

At the time of retirement of an employee, the final pay shall include the following payment for said employee's unused sick days.

20-29 days	30%
30-39 days	35%
40-49 days	45%
50-59 days	55%
60-69 days	65%
70-79 days	75%
80-89 days	85%
90-99 days	95%
100-135 days	100%

To be determined as follows:

Number of days times final average per day salary for the last year of employment. Final average salary per day to be determined as follows:

Salary received during the year prior to retirement (excluding longevity pay) divided by 260 days (12 month employees) or 200 days (10 month employees).

All employees hired after July 1, 1991 shall be subject to a new payment schedule for sick days at retirement as follows:

20-50 days	25%
51-100 days	30%
101-149 days	40%
150-200 days	50%

SPECIAL RATES OF PAY

Section 1 - An employee intending to retire that submits a letter of resignation indicating his/her intent to retire at least one (1) year prior to the actual date of retirement shall receive a temporary increase in salary during the last year as follows:

Full time employees will receive \$100.00 for every year of actual service in the district less any unpaid leave taken which amounts to one month or more. Fraction of a year of service will be credited as number of months worked, divided by twelve (12).

"There will be a one year window effective between now and July 1, 2002. It will be for any employee who wishes to submit their letter of retirement with this special rate of pay. Full time employees will receive \$150.00 for every year of actual service in the district less any unpaid leave taken which amounts to one month or more. Fraction of a year of service

will be credited as number of months worked divided by twelve(12). At employee request, dispersed throughout the year or one lump sum. "

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Purpose- The purpose of this procedure is to provide for the adjudicate of any alleged violation of this contract arising from its interpretation and/ or application.

B. Definition of terms

1. "Grievance" shall mean any claimed violation, misinterpretation, or unlawful application of any of the provisions of this contract.
2. The term "NON-TEACHER" included any individual or group of individuals covered under the terms of this contract.
3. "IMMEDIATE SUPERVISOR" means the administrator to whom the individual is directly responsible.
4. "BOARD OF GRIEVANCE" is a panel of three (3 members of S.S.C.E.A. and the three (3) members of the Administrative Cabinet.

C. FIRST STAGE

Contact Clerical President or Secretary for grievance form and proceed with the following steps:

Grievance shall be presented in writing and replies returned in the same manner.

-The **Building Principal** shall be considered the immediate supervisor for Office Employees in the Principal's offices. Determination of the case shall take place within three (3) school days following the presentation of grievance.

- The **Guidance Director** shall be considered the immediate supervisor for the Office Employees in the Guidance Department followed by the Building Principal. The Guidance Director shall make determinations of the case three (3) school days following the presentation. Building Principal shall make determination of the Guidance Director.

- The **Business Manager** shall be considered the immediate supervisor for Office Employees in the Administrative Office. Determination will be made within (5) five school days by the Business Manager.

D. SECOND STAGE

If the grievance is not resolved on the basis of the First Stage, then the aggrieved employee shall request in a written statement, a review by the Superintendent of Schools and the immediate supervisor in the high school Determination of the grievance shall be made within (10) school days following presentation.

E. THIRD STAGE

If the grievance is not resolved on the basis of the First and Second Stage, then the employee shall request in a written statement by the Board of Grievance, a review of determination of the Procedures on Stages One and Two. Determination of the grievance shall be made within (10) school days following presentation.

F. FOURTH STAGE

If the grievance is not resolved on the basis of the First, Second or Third Stage, then the aggrieved employee shall request a review by the Board of Education in the presence of the Board of Grievance and Superintendent of Schools of determination or procedures of Stages one, Two or Three. Determination of the grievances to be made within (10) school days following presentation. The decision of the Board of Education shall be final and binding.

G. GRIEVANCE WAIVED

A grievance shall be considered waived unless the aggrieved party initiates the First Stage or the Procedure within three (3) school days after its occurrence or has knowledge of the occurrence.

H. The parties agree to review the grievance procedure periodically, with a view to improving the procedure. Should either party feel that a binding arbitration step is required The parties will meet to negotiate such a step.

ARTICLE XVII

JOB SECURITY

SECTION 1. Tenure- Dismissal procedure as provided by the New York State Civil Service shall apply to all Job Classifications described in said law.

SECTION 2. Reduction in Force - for all such employees covered by Civil Service Law of New York State all such rules and regulations shall apply as provided by said law.

SECTION 3. Residency Requirement - the potential employee must be a District Resident for one (1) year prior to employment, after a tenure of two (2) years an employee may move out of the School District without loss of employment.

ARTICLE XVIII

NO DISCRIMINATION

SECTION 1. The employer and S.S.C.E.A. realize they have a responsibility to promote and provide equal opportunities for employment, and as such it shall be the positive and continuing policy of the employer and S.S.C.E.A. to assure equal opportunity employment regardless of race, color, sex, religion, or national origin.

ARTICLE XIX

PAST PRACTICES

SECTION 1. All existing rules, regulations, practices, benefits, and working conditions previously granted and allowed by the employer, unless specifically excluded by this agreement, shall remain in full force and effect during the life of this agreement.

ARTICLE XX

SAVINGS CLAUSE

SECTION 1. If any article or part thereof of the agreement or any addition thereto should be decided as in violation of any federal, state, or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles or the agreement or any addition thereto shall not be affected. The parties agree to meet within thirty (30) days to re-negotiate the negated clause.

SECTION 2. If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement of such article or part thereof.

ARTICLE XXI

LEGISLATIVE ACTION

SECTION 1. It is agreed by and between the parties of any provisions of this agreement requiring legislative action to permit its implementation by agreement of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXII

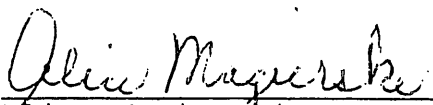
DURATION

SECTION 1.

THIS AGREEMENT SHALL BECOME EFFECTIVE ON JULY 1, 2001 AND REMAIN IN FULL FORCE AND EFFECT UNTIL JUNE 30, 2006.


IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS DOCUMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS 22nd DAY OF JUNE, 2001.

FOR S.S.C.E.A.



Alice Magierski
President, S.S.C.E.A.

FOR EMPLOYER



James P. Mazgajewski
Superintendent of Schools

APPENDIX "B"

MEMORANDUM OF UNDERSTANDING

The following is a memorandum of understanding between the Cheektowaga-Sloan Union Free School District and Sloan School Clerical Employees Association as per Civil Service Employees Association, Inc.

Herein is stated that, in the event an employee has accumulated more than one hundred thirty-five (135) sick days prior to their retirement, such days accumulated up to a total of two-hundred (200) sick days will be used toward the payment of their Group Hospital Insurance premiums after retirement, at one hundred percent (100%) of their daily wage rate until such accumulated funds are exhausted. Thereafter, such employee will be responsible for their own Group Insurance premium payments, through group participation, at the prevailing rate, by reimbursing the District not later than the first (1st) day of each month in any given year of their participation under the group plan.

Retirees would also be permitted as an option, to use their converted sick leave days benefits payments toward premium payments for Group Health Insurance under the group plan in lieu of cash payment as contained in the agreement, based upon the conversion rates contained under Article XV therein.

The employee retiring must make application for conversion of their sick leave day benefits payments and such employees will be permitted to convert a designated amount of not less than ten (10) days for Group Health Insurance premium payments. Each employee availing themselves of the above Health Insurance premium payment benefit option will be required to designate a beneficiary and must keep such designated beneficiary's name current with the district.

APPENDIX C

The following is a memorandum of understanding between the Cheektowaga-Sloan Union Free School District and the Sloan School Clerical Employees Association, as per the Civil Service Employees Association Contract, in reference to vacation time (Article X) for Ten (10) Month Employees.

Clerical employees hired on a ten (10) month basis will be granted paid vacation in accordance with the following provisions.

After 5 years of service	1 Week
After 10 years of service	2 Weeks

Such vacation days shall be taken when school is not in session. However, vacation days may not be used by ten (10) month employees during the summer recess.

In the event a ten (10) month clerical employee is hired and paid under the School Lunch Fund that employee will not be granted vacation time, the same as school lunch fund employees covered by the CSEA contract. In the event the CSEA contract changes and grants paid vacation to school lunch fund employees the clerical contract will then follow the same provision as the CSEA in reference to paid vacation.

APPENDIX A

SALARY SCHEDULE
(SEE ATTACHED)

The positions of Treasurer of the Student Activities Accounts and Controller of the Student Activities Accounts shall be appointed each fiscal year by the Superintendent of Schools from the clerical staff.

Salary adjustments for these positions will be considered as a separate and distinct item during negotiations.

Treasurer Salary:

2001-2002	\$690.00
2002-2003	\$708.00
2003-2004	\$726.00
2004-2005	\$744.00
2005-2006	\$762.00

Controller Salary:

2001-2002	\$575.00
2002-2003	\$590.00
2003-2004	\$605.00
2004-2005	\$620.00
2005-2006	\$635.00

Base Fiscal 2000-01						
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	25,042.10	25,042.10	23,556.03	23,144.80	21,565.18	21,150.98
2	26,835.48	26,835.48	25,346.44	24,938.19	23,360.06	22,948.83
3	28,627.38	28,627.38	27,156.15	26,731.55	25,151.95	24,743.68
4	30,419.29	30,419.29	28,934.71	28,524.94	26,945.35	26,537.08
5	32,211.18	32,211.18	30,729.56	30,319.82	28,743.18	28,327.40

Fiscal 2001-02 Increase @ 3%						
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	25,793.36	25,793.36	24,262.71	23,839.14	22,212.14	21,785.51
2	27,640.54	27,640.54	26,106.83	25,686.34	24,060.86	23,637.29
3	29,486.20	29,486.20	27,970.83	27,533.50	25,906.51	25,485.99
4	31,331.87	31,331.87	29,802.75	29,380.69	27,753.71	27,333.19
5	33,177.52	33,177.52	31,651.45	31,229.41	29,605.48	29,177.22

Fiscal 2002-03 Increase @3%						
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	26,567.16	26,567.16	24,990.59	24,554.31	22,878.50	22,439.08
2	28,469.76	28,469.76	26,890.03	26,456.93	24,782.69	24,346.41
3	30,370.79	30,370.79	28,809.95	28,359.51	26,683.71	26,250.57
4	32,271.83	32,271.83	30,696.83	30,262.11	28,586.32	28,153.19
5	34,172.85	34,172.85	32,600.99	32,166.29	30,493.64	30,052.54

Fiscal 2003-04 Increase @3.25%						
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	27,430.59	27,430.59	25,802.78	25,352.33	23,622.05	23,168.35
2	29,395.03	29,395.03	27,763.96	27,316.78	25,588.13	25,137.67
3	31,357.84	31,357.84	29,746.27	29,281.19	27,550.93	27,103.71
4	33,320.66	33,320.66	31,694.48	31,245.63	29,515.38	29,068.17
5	35,283.47	35,283.47	33,660.52	33,211.69	31,484.68	31,029.25

Fiscal 2004-05 Increase @ 3.50%						
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	28,390.66	28,390.66	26,705.88	26,239.66	24,448.82	23,979.24
2	30,423.86	30,423.86	28,735.70	28,272.87	26,483.71	26,017.49
3	32,455.36	32,455.36	30,787.39	30,306.03	28,515.21	28,052.34
4	34,486.88	34,486.88	32,803.79	32,339.23	30,548.42	30,085.56
5	36,518.39	36,518.39	34,838.64	34,374.10	32,586.64	32,115.27

Fiscal 2005-06 Increase @ 3.5%						
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	29,384.33	29,384.33	27,640.59	27,158.05	25,304.53	24,818.51
2	31,488.70	31,488.70	29,741.45	29,262.42	27,410.64	26,928.10
3	33,591.30	33,591.30	31,864.95	31,366.74	29,513.24	29,034.17
4	35,693.92	35,693.92	33,951.92	33,471.10	31,617.61	31,138.55
5	37,796.53	37,796.53	36,057.99	35,577.19	33,727.17	33,239.30

Salary Increases

Fiscal 2001-02	1.03
Fiscal 2000-03	1.03
Fiscal 2003-04	1.03
Fiscal 2004-05	1.04
Fiscal 2005-06	1.04

Hourly Schedule		Base Fiscal 2000-01				
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	13.76	13.76	12.94	12.72	11.85	11.62
2	14.74	14.74	13.93	13.70	12.84	12.61
3	15.73	15.73	14.92	14.69	13.82	13.60
4	16.71	16.71	15.90	15.67	14.81	14.58
5	17.70	17.70	16.88	16.66	15.79	15.56

				Fiscal 2001-02	Increase @3%	
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	14.17	14.17	13.33	13.10	12.20	11.97
2	15.19	15.19	14.34	14.11	13.22	12.99
3	16.20	16.20	15.37	15.13	14.23	14.00
4	17.22	17.22	16.38	16.14	15.25	15.02
5	18.23	18.23	17.39	17.16	16.27	16.03

				Fiscal 2002-03	Increase @3%	
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	14.60	14.60	13.73	13.49	12.57	12.33
2	15.64	15.64	14.77	14.54	13.62	13.38
3	16.69	16.69	15.83	15.58	14.66	14.42
4	17.73	17.73	16.87	16.63	15.71	15.47
5	18.78	18.78	17.91	17.67	16.75	16.51

				Fiscal 2003-04	Increase @3.25%	
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	15.07	15.07	14.18	13.93	12.98	12.73
2	16.15	16.15	15.25	15.01	14.06	13.81
3	17.23	17.23	16.34	16.09	15.14	14.89
4	18.31	18.31	17.41	17.17	16.22	15.97
5	19.39	19.39	18.49	18.25	17.30	17.05

				Fiscal 2004-05	Increase @3.5%	
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	15.60	15.60	14.67	14.42	13.43	13.18
2	16.72	16.72	15.79	15.53	14.55	14.30
3	17.83	17.83	16.92	16.65	15.67	15.41
4	18.95	18.95	18.02	17.77	16.78	16.53
5	20.07	20.07	19.14	18.89	17.90	17.65

				Fiscal 2005-06	Increase @3.5%	
Step	Secretary To Superintendent	Senior Account Clerk Typist	Account Clerk Typist	Account Clerk	Senior Clerk Typist	Clerk Typist
1	16.15	16.15	15.19	14.92	13.90	13.64
2	17.30	17.30	16.34	16.08	15.06	14.80
3	18.46	18.46	17.51	17.23	16.22	15.95
4	19.61	19.61	18.65	18.39	17.37	17.11
5	20.77	20.77	19.81	19.55	18.53	18.26